

STATE OF MICHIGAN
COURT OF APPEALS

DAVID R. CUMMINGS and MICHELE
CUMMINGS,

UNPUBLISHED
June 12, 2014

Plaintiffs-Appellants,

v

COHEN LAW OFFICE, PC, and CHARLES J.
COHEN,

No. 314753
Oakland Circuit Court
LC No. 2011-122685-NM

Defendants-Appellees.

Before: SAWYER, P.J., and METER and FORT HOOD, JJ.

PER CURIAM.

In this legal malpractice action, plaintiffs appeal by right the order granting defendants' motion for summary disposition. We affirm.

In 2004, plaintiff, David R. Cummings, was injured in two separate automobile accidents. In December 2004, he retained defendant, Charles J. Cohen, to represent him. On July 24, 2006, defendant mailed a letter confirming that the representation of plaintiff was complete. Although plaintiffs had contact with defendant after the termination through telephone calls, defendant never formally represented plaintiffs and did not bill them for services. In 2011, plaintiffs filed this legal malpractice action, contending that defendants failed to pursue attendant care services, resulting in a loss of benefits between 2004 and 2010. Defendants moved for summary disposition contending that the statute of limitations expired because of the termination of the parties' relationship in 2006, and the trial court agreed. From this ruling, plaintiffs now appeal.

The trial court's decision regarding a motion for summary disposition and the application of the statute of limitations are reviewed de novo. *Zwiers v Grownney*, 286 Mich App 38, 41-42; 778 NW2d 81 (2009). Generally, the limitations period for a legal malpractice claim is two years from the date the claim accrues. MCL 600.5805(6); *Kloian v Schwartz*, 272 Mich App 232, 237; 725 NW2d 671 (2006). A claim of malpractice accrues at the time the person discontinues serving the plaintiff in a professional capacity out of which the claim for malpractice arose. MCL 600.5838(1). "A lawyer discontinues serving a client when relieved of the obligation by the client or the court, or upon completion of a specific legal service that the lawyer was retained to perform." *Maddox v Burlingame*, 205 Mich App 446, 450; 517 NW2d 816 (1994) (citations omitted). The completion of administrative or ministerial tasks following

the conclusion of legal representation does not extend the date of accrual of a claim for legal malpractice beyond the termination date of the attorney-client relationship. *Seyburn, Kahn, Ginn, Bess, Deitch & Serlin, PC v Bakshi*, 483 Mich 345, 360; 771 NW2d 411 (2009).

In the present case, it is undisputed that defendant gave plaintiffs written notice of the conclusion of his representation in 2006. Despite the conclusion of his services, plaintiffs contend that evidence of phone calls to defendant as well as his submission of medical bills to their insurer demonstrate a continuing relationship. However, it is undisputed that a renewed formal agreement of representation was not signed, and defendant did not bill for any services. The completion of “follow-up or ministerial services” does not extend the attorney-client relationship. *Seyburn*, 483 Mich at 360. Accordingly, the trial court properly granted defendants’ motion for summary disposition.

Affirmed. Defendants, the prevailing parties, may tax costs. MCR 7.219.

/s/ David H. Sawyer

/s/ Patrick M. Meter

/s/ Karen M. Fort Hood